



CITY OF MORGAN HILL

Recreation & Community Services Department



Contract Instructor's Handbook

RECREATION & COMMUNITY SERVICES DEPARTMENT

Contract Instructor's Handbook



CITY OF MORGAN HILL Recreation & Community Services Department

Centennial Recreation Center
171 W. Edmundson Ave • Morgan Hill, CA 95037
Phone 408-782-2128 • Fax 408-778-8286

Community and Cultural Center
17000 Monterey Rd • Morgan Hill, CA 95037
Phone 408-782-0008 • Fax 408-779-5450

Aquatics Center
16200 Condit Rd. • Morgan Hill, CA 95037
Phone 408-782-2134

Outdoor Sports Center
16500 Condit Rd. • Morgan Hill, CA 95037
Phone 408-782-0008

About Us...

Our mission: “to continuously provide quality facilities and services that enrich our community through recreational activities, programs, and events.”

Thank you for your interest in becoming an independent Contract Instructor with the City of Morgan Hill Recreation and Community Services Department. We are excited about the opportunity of working together to reach our common goals and to serve our community.

The City of Morgan Hill Recreation and Community Services Department is dedicated to enhancing the community’s quality of life through the provision of recreational opportunities. We believe that we create community through people, parks, and programs!

How It Works...

The Recreation and Community Services Department (RCSD) utilizes independent Contract Instructors to provide recreational services to our community. Programs may be designed for preschoolers, school age children, teens, adults, families, and seniors.

- 1.** The process begins with the independent Contract Instructor “proposing” a course/activity. You are required to use the class proposal form included in this handbook. Additionally, all new Contract Instructors should submit a letter explaining how their program will benefit the Department. The proposal is then submitted to the Recreation and Community Services Department.
- 2.** The Recreation Manager will then review the proposal, assess the “content” of the course/activity to determine its potential in meeting the Department’s mission and goals, and then contact you for a more detailed discussion.
- 3.** A Recreation Staff retains the right to decide which classes to run, which classes to cancel, and which classes to discontinue.
- 4.** A Recreation Coordinator will be assigned to work with you to determine the specific design of a course/activity in regards to facility suitability, facility availability, fee structure, course time frames, participant maximums or minimums, age ranges, course descriptions, etc.
- 5.** Once the RCSD and the independent Contract Instructor verbally enter into an agreement, a written contract is produced which specifically states the course activity that you are agreeing to.
- 6.** The Recreation Coordinator will set up a formal orientation for the Contract Instructor.

What Are We Looking For...

The Morgan Hill Recreation and Community Services Department is looking to partner with those individuals and businesses that have the same vision for parks and recreation services:

“To Create Community through People, Parks and Programs”

Additionally, we expect all contractors providing recreation programs for youth to provide an environment that fosters the following youth development principles:

- Providing safe and supportive environments for both the instructor and youth.
- Fostering relationships between youth and caring adults who can mentor and guide them.
- Supporting development of youth’s knowledge and skills in a variety of ways, including study, tutoring, sports, the arts, vocational education and service learning.
- Engaging youth as active partners and leaders who can help move communities forward.
- Providing opportunities for youth to show that they care – about others and society.
- Promoting healthy lifestyles and teaching positive patterns of social interactions.

About the Contract...

★ All Instructors must obtain a business license. ★ All Contract Instructors and any staff are responsible for passing a background check including Fingerprinting, Drug Testing, and a TB Test (if applicable). ★ The City of Morgan Hill’s insurance does not cover Contract Instructors. ★ The City of Morgan Hill does not withhold state or federal income tax, but does report the contractor’s income via Form 1099.

Contract Sessions...

The contract duration is based on an annual contract dated July 1st - June 30th.

Course Delivery Policies...

★ Insurance Requirements ~

Commencement of Work Contract Instructor shall not commence work under this Agreement until it has obtained CITY approved insurance. For general liability and automobile insurance policies, Contract Instructor shall provide CITY, prior to commencement of work, with a separate endorsement which states that the policy contains the following language:

- The CITY, its elected officials, officers, employees, agents and representatives are named as additional insureds; and,
- insurance shall be primary non-contributing.

Workers Compensation Insurance Contract Instructor and all subcontractors shall maintain Worker's Compensation Insurance, if applicable.

Insurance Types and Amounts Contract Instructor shall maintain general commercial liability and automobile insurance against claims and liabilities for personal injury, death, or property damage, providing protection of at least \$1,000,000 for bodily injury or death to any one person for any one accident or occurrence and at least \$1,000,000 for property damage. Contract Instructor shall also maintain professional liability insurance in an amount of \$1,000,000 per claim.

★ Fingerprinting/Drug Testing/TB testing ~ Contract Instructor is responsible for passing a background check including Fingerprinting, Drug Testing, and a TB Test (if applicable). Contract Instructors are responsible for maintaining and updating their testing and must submit a letter stating the procedures that they will follow for updating results for either themselves or any other employee who may be teaching the contracted classes.

★ Registration ~ All registration takes place through the RCSD facilities (Centennial Recreation Center, Community and Cultural Center, and Aquatics Center). Instructors should *not* be collecting money or registration forms. Participants that have not paid may not participate. Each activity is sold as a unit. Participants must pay the full fee.

★ Course Rosters ~ A list of all course participants should be obtained prior to the start of each course. It is important to have the most up-to-date participant information.

★ Evaluations ~ Participant Surveys should be obtained from the RCSD, given to the participants on the final day of class, and returned to the RCSD.

★ Marketing ~ RCSD will list all classes in the Activity Guide. The guide is mailed to all Morgan Hill residents. A Recreation Coordinator will coordinate with the Contract Instructor to create flyers for your course and display them at RCSD facilities. The Contract Instructor must seek additional locations for their distribution. All advertising done by Instructor must represent it as a RCSD program and must contain the RCSD logo, activity codes, times, location, and facility or instructor.

Submission of class activity descriptions for Recreation Activity Guide should be made via the following schedule with late submissions not being accepted.

Winter Spring Activity Guide for all classes occurring January-May

Program Information Due: September 2

Summer Activity Guide for all classes occurring June-August

Program Information Due: January 4

Fall Activity Guide for all classes occurring September-December

Program Information Due: May 8

All submissions should be made using the approved format.

★ Course Cancellation ~ In the event that a class instructor needs to cancel a class session, the instructor must contact the Recreation Coordinator immediately. The RCSD will contact the participants regarding all cancellations, reschedules, or refunds.

★ Refunds ~ The Recreation and Community Services Department reserves the right to provide prorated refunds as it sees fit. Contractors are entitled to only the assigned percentage of what is not refunded.

★ Contractor Instructor Payment ~ Contract Instructors will be paid based on a maximum 60-40 percent split of base registration fee. Payment will be made after completion of the class and after an invoice (based on the rosters submitted) is provided by the Contract Instructor.

RCSD Policies & Procedures...

The Recreation and Community Services Department (RCSD) holds Contract Instructors responsible for the following policies and procedures:

★ Representing the City through Professional Conduct ~ Though not employees of the City of Morgan Hill, Contract Instructors do *represent* the City. To some participants, the Instructor is the only representative of the City they will have contact with. Instructors must conduct themselves in a professional manner including dressing and speaking professionally, and supporting policies and the City's "decisions".

★ Releasing of Minors ~ The Contract Instructor must not release children to anyone other than the authorized parent, guardian, or to an individual authorized by the parent. Never release a child to someone who is unknown to the child or to whom the child expresses fear or uncertainty. The Contract Instructor must stay until all participants have left the facility.

★ Contract Instructor's Relationship with Participants ~ The Contract Instructor must not have contact with a single participant unobservable by other staff, parents or participants at any time. Parents should be invited and encouraged to visit program sites at any time on a drop-in basis and do not need to ask permission to do so.

★ Safety of Participants ~ The Contract Instructor's primary responsibility is to ensure the safety of participants involved with your activity. Visually inspect the programs and facilities you are working in. If any aspect of the area appears unsafe, it is your responsibility to notify the Recreation Coordinator and to take actions that will ensure participant safety.

★ First Aid Provision ~ It is the Contract Instructor's responsibility to know where the first aid kit is located for all facilities in which they provide services. For minor first aid (band-aids, etc.) the first aid kit will be sufficient. For serious accidents, DO NOT MOVE the injured participant. Call 9-1-1. If a minor is involved, notify the parent/guardian immediately.

★ Discrimination and Harassment ~ The City of Morgan Hill has a strong policy against any form or type of discrimination and harassment by, among, or to its representatives. Discrimination and harassment can be defined as any behavior that is disrespectful or causes discomfort to another person, be it physical, verbal, visual, or sexual. Contract Instructors are responsible for their own actions/conduct and must never engage in discrimination or harassment.

★ Personal Business ~ The Contract Instructor may not receive or make personal phone calls, nor have their own children with them, while performing services.

★ Closing of Facilities ~ When leaving, the Contractor must ensure that all doors are locked securely, all lights and a/c are turned off, and facilities are restored back to the manner in which they were found.

★ Required Documents ~

- Contract Instructor Proposal Form
- Worker's Compensation Insurance (if there are employees)
- General Liability Insurance (see requirements)
- Auto Insurance (anyone working/driving on-site)
- Proposal Letter (New Contract Instructors only)

Timeline...

Contract Instructors should allow at least three months from initial proposal to the start of classes in order for the process to be complete.

- ★ Initial Approval ~ given by the Recreation Coordinator (1 week)
- ★ Contract Documents/Signatures/Insurance ~ provided by Contract Instructor (1 week)
- ★ Contract Approval/Denial ~ by City Management (1 month)
- ★ Class Promotion ~ minimum of 1 1/2 months prior to 1st session
- ★ Program Length ~ as needed
- ★ Program Evaluations ~ after each session